

**UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE  
SERVICES AGREEMENT**

TJJD Contract No.: CON0000892

THIS SERVICES AGREEMENT ("Agreement") made and effective as of the date indicated by the period of performance ("Effective Date") between the University of Cincinnati Research Institute, a tax exempt, non-profit 501(c)(3) Ohio corporation, ("UCRI") having an office at 2900 Reading Road, Suite 460, Cincinnati, OH 45206 and the Texas Juvenile Justice Department ("Sponsor") having its principal office at 11209 Metric Blvd., Bldg. H, Suite A, Austin, Texas 78758.

WHEREAS, this Agreement is the result UCRI responding with a bid to an Invitation for Bids ("IFB") from Sponsor requesting training/coaching for parole officers, IFB Requisition No. 644-8-061318, the terms and conditions of which are incorporated herein by reference, including Sponsor's acceptance of UCRI's exceptions thereto, or as otherwise stated in this Agreement;

WHEREAS, Sponsor wishes UCRI to perform training or other services as set forth in Exhibit A ("Work");

WHEREAS, the Affiliation Agreement between UCRI and the University of Cincinnati ("Authorized Contractor"), approved by the University of Cincinnati Board of Trustees May 22, 2012, provides that the Authorized Contractor: shall perform all or part of the Work as a subcontractor to UCRI; shall comply with all UCRI's obligations to Sponsor as set forth in this Agreement; and has authorized UCRI to represent and warrant its agreement to such performance and compliance; and

WHEREAS, the Work is of mutual interest and benefit to both UCRI and Sponsor.

NOW, THEREFORE, UCRI and Sponsor (individually referred to as a "Party" and collectively referred to as the "Parties") agree to the following:

1. **STATEMENT OF WORK.** UCRI agrees to use its reasonable efforts to provide the Work described in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE.** The Work shall be conducted during the period beginning on August 1, 2018 ("Effective Date") and ending on June 30, 2019 ("Termination Date") and will be subject to a six (6) month option to extend through mutual written agreement of the Parties. The Work will be conducted in two stages, the first of which will be conducted from August 1, 2018 through approximately March 31, 2019, and the second to be conducted from approximately April 1, 2019 through June 30, 2019.
3. **REIMBURSEMENT.** In consideration of the foregoing, Sponsor agrees to support the Work set forth in Exhibit A, consistent with UCRI's policy for the conduct of this Work, by paying the fixed price amount identified in Exhibit A.

4. **PAYMENT.** Payments shall be made to "University of Cincinnati Research Institute" by Sponsor in U.S. dollars, due and payable within thirty (30) days after Sponsor's receipt of UCRI's invoice for such Work. Invoices will be submitted as follows, pursuant to the fixed price amounts in Exhibit A:

For Stage 1

- 50% of the fixed price amount for Stage 1 will be invoiced by UCRI upon execution of the Purchase Order/Agreement, with the understanding that if the Agreement is terminated prior to the commencement of Stage 1 training, said payment will be returned to Sponsor within thirty (30) days from effective termination date;
- 25% of the fixed price amount for Stage 1 – contingent upon satisfactory completion of service, as determined by Sponsor, UCRI will invoice Sponsor upon completion of the 3-day onsite training; and
- 25% of the fixed price amount for Stage 1 (remainder) - contingent upon satisfactory completion of service, as determined by Sponsor, UCRI will invoice Sponsor upon completion of final coaching session (approximately 6-8 months from commencement of Stage 1 training)

For Stage 2

- 50% of the fixed price amount for Stage 2 - contingent upon satisfactory completion of service, as determined by Sponsor, UCRI will invoice Sponsor upon completion of Stage 1 and start of Stage 2, with the understanding that if the Agreement is terminated prior to the commencement of Stage 2 training, said payment will be returned to Sponsor within thirty (30) days from effective termination date; and
- 50% of the fixed price amount for Stage 2 (remainder) - contingent upon satisfactory completion of service, as determined by Sponsor, UCRI will invoice Sponsor upon completion of 5-day onsite training, 3-day end user training, and 4-6 month coaching process.

Invoices should be sent to:

Texas Juvenile Justice Department

11209 Metric Blvd., Bldg. H, Suite A

Austin, Texas 78758

Attn: Accounts Payable, [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov)

All payments shall be mailed to:

University of Cincinnati Research Institute

PO Box 19614

Cincinnati, OH 45219

Attn: [ucriacct@uc.edu](mailto:ucriacct@uc.edu)

UCRI may elect to accept requests to modify the approved and final training dates sixty (60) days or less prior to the scheduled program, however certain expenses, including but not limited to airline change flight fees, accommodation cancelation or modification expenses and other non-cancellable fees may be incurred by Sponsor and are considered pass-through expenses not included in the project budget, and shall be separately delineated on each invoice.

**5. EARLY TERMINATION.**

- 5.1. Should UCRI breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UCRI of its intention to do so by email and as required in the Notices section of this Agreement and termination shall become effective sixty (60) days thereafter if UCRI is unable to cure the breach or rectify the problem. Sponsor shall return payment for any services not provided within thirty (30) days of effective termination date.
- 5.2. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UCRI shall be cause for UCRI to terminate this Agreement. UCRI shall notify Sponsor of its intention to do so by email and as required in the Notices section of this Agreement and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- 5.3. Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Work prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A. Upon termination for any reason, each Party shall immediately return all confidential information to the other Party.

**6. OWNERSHIP OF MATERIALS.** UCRI retains all sole ownership rights to any and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or materials invented and/or developed by UCRI during the performance of UCRI's duties under this Agreement.

**7. WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, transferred, sold or otherwise disposed of under any license or other provision of this Agreement that is or may be granted: (I) is or will be free from infringement of patents, copyrights and trademarks of third parties; (ii) creates an obligation to bring or prosecute actions or suits against third parties for infringement; or (iii) confers rights to use in advertising, publicity or otherwise any trademark or the name of UCRI or Sponsor. Except as expressly set forth in this Agreement, UCRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE INVENTIONS AND/OR MATERIALS UNDER THIS AGREEMENT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS. Except as expressly set forth in this Agreement, Sponsor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES

OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY SAMPLE, MATERIAL OR PRODUCT SUPPLIED BY OR ON BEHALF OF Sponsor TO UCRI or its Authorized Contractor.

8. **INDEMNIFICATION.** Intentionally Omitted.
9. **CONFIDENTIALITY.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving Party shall not disclose, use, or reproduce, or authorize any third Party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing Party; provided, however, that the receiving Party may disclose such confidential information to its employees and representatives of the receiving Party as may be required to perform its obligations under this Agreement and, provided further, that the receiving Party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (I) information that is publicly known or becomes publicly known through no fault of the receiving Party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either Party before entering into this Agreement and thereafter
10. **PROHIBITIONS.** UCRI shall only conduct research involving faculty, students, researchers, or other staff of its Authorized Contractor, if the research is industry-sponsored. UCRI shall not conduct clinical trials or research sponsored by the federal government, such as the National Institutes of Health, unless prior written approval is granted by its Authorized Contractor.
11. **EXPORT CONTROL.** It is understood that UCRI is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UCRI agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UCRI cannot guarantee that such licenses will be granted.
12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the Parties as follows:

**SPONSOR**

Attention: Todd Novak  
Address: 10165 Harwin STE 180  
Houston, TX 77036

**UCRI**

Attention: David J. Adams  
Address: University of Cincinnati Research  
Institute

PO Box 19614  
Cincinnati, OH 45219

Phone: 281-642-6244  
Fax: 713-4845543  
Email: todd.novak@tjtd.texas.gov

Phone: 513-556-5511  
Fax: 513-556-4820  
Email: davidj.adams@uc.edu

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, UCRI may freely assign this Agreement to Authorized Contractor.
14. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Texas and the United States of America, without regard to any conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction. Any action brought to enforce this Agreement shall be brought in Travis County, Texas. In the event of any conflict between the Agreement and the Exhibit A, the Exhibit A will control related to project design and execution, and the Agreement will control in all other matters, except if this Exhibit A specifically refers to the section of the Agreement which is to be changed.
15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the Parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two
16. **FORCE MAJEURE.** UCRI shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the


supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UCRI.

17. **INDEPENDENT CONTRACTOR STATUS.** This Agreement does not constitute a hiring by either Party. It is the Parties' intention that UCRI shall provide the services described herein as an independent contractor. This Agreement shall neither create an employee-employer relationship between the Parties nor shall it be considered or construed to be a partnership or joint venture. Neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing. Neither Party may act as an agent of the other Party, ostensibly or otherwise, or bind the other Party in any manner, unless specifically authorized to do so in writing.
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UCRI and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in this Agreement and a Purchase Order issued by Sponsor for Services contemplated hereunder, the terms set forth in this Agreement will govern, control and take precedence. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.
19. **USE OF NAMES.** Neither Party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If a Party seeks permission to use trademarks of the other Party, the other Party agrees to notify its appropriate licensing Contact and will not unreasonably withhold its consent.
20. **SEVERABILITY.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

-- SIGNATURES FOUND ON NEXT PAGE --

By signature below of duplicate originals, Sponsor and UCRI hereby agree to this Agreement as of the Effective Date.

**SPONSOR**

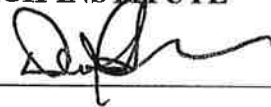
Signed: 

By: Camille Cain

Title: Executive Director

Date: 7/17/18

**UNIVERSITY OF CINCINNATI  
RESEARCH INSTITUTE**

Signed: 

By: David J. Adams

Title: Chief Executive Officer

Date: 07/17/18

## **Exhibit A**

### **STATEMENT OF WORK**

The University of Cincinnati Research Institute (UCRI) through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI), will provide:

Stage 1 - One (1) 3-day EPICS training for up to 30 staff, followed by 6 – 8 months of coaching. The cost of said training is a fixed price amount of \$25,000. Cost are fixed prices, inclusive of salaries and benefits, travel accommodations and expenses, training material production and shipment, and administrative costs.

Stage 2 - One (1) 5-day EPICS training of trainers for up to 10 staff, along with two separate 3-day observation sessions of the newly trained trainers delivering the end user training and 4 – 6 month follow up coaching toward certification of the agency trainers. The cost of said training is a fixed price amount of \$23,000. Cost are fixed prices, inclusive of salaries and benefits, travel accommodations and expenses, training material production and shipment, and administrative costs.

Newly trained trainers will be required to facilitate an end user session under the observation of a UCCI Master Trainer on the last two days of the onsite training. It will be the responsibility of the Sponsor to provide training materials for the end user trainees. UCCI will provide PDF files of the material along with instructions for manual assembly at least two weeks in advance of the session.

Additionally, Sponsor shall require each trainee attending the training-of-trainers to sign the Memorandum of Understanding ("MOU") found in **Exhibit B** – attached hereto and incorporated herein. No employee of Sponsor or other individual shall be provided access to the copyrighted training materials unless they have executed the MOU.



**Exhibit B**

**UNIVERSITY OF CINCINNATI (UC)  
EFFECTIVE PRACTICES IN COMMUNITY SUPERVISION (EPICS)  
TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING**

Under this Agreement, \_\_\_\_\_ (PRINT AGENCY  
TRAINER NAME), from \_\_\_\_\_ (PRINT  
AGENCY NAME), I consent to the following:

- (a) I acknowledge and understand UC's *Effective Practices in Community Supervision* (EPICS) Train-of-trainer protocol as outlined in the attached description.
- (b) I forfeit all rights to train UC's *Effective Practices in Community Supervision* (EPICS) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (c) I will not train UC's *Effective Practices in Community Supervision* (EPICS) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (d) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (e) I recognize that the University of Cincinnati holds ownership and copyright of UC's *Effective Practices in Community Supervision* (EPICS) model as well as this training, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

\_\_\_\_\_  
Trainee

\_\_\_\_\_  
Date

\_\_\_\_\_  
University of Cincinnati Representative

\_\_\_\_\_  
Date

## **Effective Practices in Community Supervision (EPICS) Training-of-Trainers Protocol**

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (TOT) process for *Effective Practices in Community Supervision (EPICS)*. As such, agencies and organizations can develop internal capacity and sustain long-term use of the model within the provision of services. A description of the TOT process, the staff selection and certification criteria, and costs are outlined below.

### **General Description of Training-of-Trainers**

The EPICS TOT is a 5-day training followed by a 3-day observation of the training and random observation of the coaching process that prepares previously trained staff in EPICS to train other end users in the model, as well as a 4-6 month coaching process. UCCI-approved Master Trainers provide the TOT training. The maximum number of TOT training participants is 10 individuals.

The training covers EPICS training and coaching logistics, content, and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. Each participant is also responsible for coding audios and serving as an EPICS coach for a complete coaching sequence. The full training is designed to allow the participants to demonstrate the essential EPICS trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the TOT classroom training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of EPICS, its application and follow up coaching.

### **TOT Selection Criteria**

To be selected for this training, staff must have:

- 1) Trained in the model (attended the 3-day training delivered by UCCI-approved trainers)
- 2) Consistent use the model (submitted 5 audio sessions)
- 3) Active participation in coaching sessions (attended and participated in coaching sessions)
- 4) Final tape must be graded as "satisfactory" or higher in 85% of items
- 5) Interest in being a trainer

### **TOT Participant Selection Guidelines**

In addition to attending the facilitator training and receiving EPICS certification from UCCI, individuals selected to attend TOT training should:

- 1) Possess skill and comfort with public speaking, preferably with experience conducting trainings;<sup>1</sup>
- 2) Demonstrate a thorough understanding of core correctional practices and evidence-based strategies for correctional treatment;
- 3) Value the use of cognitive behavioral strategies in treating individuals;
- 4) Have a flexible schedule that allows for training time, supported by your organization;
- 5) Be a reliable and long-term employee within your agency; and
- 6) Express interest and enthusiasm in becoming a trainer.

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<sup>1</sup> The EPICS TOT focuses on the content of the training, not general training skills or adult learning.

### **TOT Participant Certification**

Based upon training participation, training ratings, and written examination scores, TOT participants will be classified into one of three categories: 1) Certified Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs, trainer delivery of the end user session, and the exam, as well as the coding of audios and coaching process, Certified Trainers may begin training EPICS. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Trainer or a Co-Trainer, TOT participants must:

- 1) Attend and fully participate in the entire 5-day TOT Training process;
- 2) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the mock training;
- 3) Pass the written TOT examination
- 4) Fully participate in conducting a 3-day end user EPICS training as observer by a UCCI Master Trainer;
- 5) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the 3-day end user training;
- 6) Act as the lead coach on at least one coaching session; and
- 7) Code two audios with strong inter-rater agreement with UCCI.

### **TOT Training Agreement and MOU**

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the following MOU (last page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.